MEMORANDUM OF UNDERSTANDING BETWEEN UNITED STATES COAST GUARD AND UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGARDING ENFORCEMENT OF ANNEX VI AS IMPLEMENTED BY THE ACT TO PREVENT POLLUTION FROM SHIPS

1. SCOPE.

a. This Memorandum of Understanding (MOU) applies to interagency compliance enforcement policies as it pertains to the Act to Prevent Pollution from Ships (APPS), Title 33 U.S.C. §§ 1901–1915.

b. This MOU neither amends nor repeals any other requirement or authority conferred by any other provision of law. Nothing in this MOU shall limit, deny, amend, modify or repeal any other remedy available to the United States or any other person.

2. PARTIES. The parties to this Agreement are the United States Environmental Protection Agency (EPA) and the United States Coast Guard (USCG).


4. PURPOSE. The purpose of this MOU is to set forth the terms by which the USCG and EPA will mutually cooperate in implementation of Annex VI to MARPOL as implemented by APPS.

5. BACKGROUND. The International Convention for Prevention of Pollution from Ships (MARPOL) is the main international convention covering prevention of pollution of the marine environment by ships from operational or accidental causes. Annex VI of MARPOL regulates air pollution from ships (Annex VI). Annex VI is enacted in the United States by APPS.

6. DEFINITIONS. Unless otherwise specifically provided herein, the definitions set forth in Annex VI and APPS shall apply to this MOU.

a. Authorized Classification Society (ACS). A classification society recognized under 46 C.F.R. Part 8 that has been delegated the authority to perform certain functions on behalf of the USCG.
b. Ship examination. A ship examination or inspection, whether conducted at the pier, anchorage or underway, to verify shipboard compliance with the requirements of Annex VI including engine compliance under Regulation 13.

c. Facility inspection. An inspection to verify compliance with the requirements of Annex VI including fuel oil quality under Regulation 18 and proper collection of wastes under Regulation 17.

d. Survey. An action performed by an authorized classification society on board a ship to conduct tests and examinations required for initial and in-service inspections for certification, periodic reexamination, dry-dock examinations or other events where the presence of an authorized classification society representative is needed.

e. Investigation. For the purposes of this MOU, an investigation is any action taken by either party beyond examination or inspection to determine whether a ship or a facility has been operating in accordance with, and has not emitted any substance in violation of, the provisions of Annex VI.

7. GENERAL PROVISIONS. Except as provided in Paragraph 8 pertaining to specific provisions, the USCG and EPA agree that enforcement and other activities within the scope of this MOU will be conducted as follows:

a. Establishment of protocols. The EPA and USCG will jointly develop and mutually agree upon protocols for carrying out enforcement activities on board ships, in ports and at facilities, including protocols, as necessary, for the matters set forth in Paragraphs 8, 9 and 10 of this MOU. EPA will use its expertise to develop protocols for (i) inspection of engines installed on ships, (ii) review of and retention of documents and (iii) other matters specifically within its expertise and provided for under APPS and Annex VI. The USCG has primary responsibility for creating procedures and guidelines for adapting appropriate EPA protocols into the USCG’s established ship and facility examination and investigation programs.

b. Provision of information. Information regarding inspections, examinations and investigations will be shared between the USCG and EPA, pursuant to protocols developed jointly by the parties. EPA will notify the USCG when an Engine International Air Pollution Prevention (EIAPP) certificate is modified, revoked or becomes invalid for any reason. Upon a USCG or EPA determination that a violation exists, information regarding the nature of the violation, the evidence supporting the violation and the responsible entities will be provided to the other party pursuant to the provisions of Paragraph 9. The USCG will forward to EPA notification of detentions under Annex VI within the scope of this MOU, including non-U.S. ships detained by the USCG and U.S. ships detained by other parties to Annex VI. Both agencies may make reasonable requests for information from the other and these requests will be responded to within 30 days.
c. Enforcement of violations. As set forth in Paragraph 9, the investigation and enforcement of violations discovered during inspections, examinations and investigations may be done with the cooperation of both the USCG and EPA. Each party will cooperate with the other in making enforcement referrals, provision of evidence and in providing necessary expertise. As set forth in Paragraph 13, nothing herein limits the statutory enforcement rights or authorities of either party.

d. Procedures regarding delegated USCG functions including the Alternate Compliance Program. Nothing contained herein will be construed as constituting a delegation of any EPA authority to a classification society including any authority to issue, revoke or modify an engine certificate.

8. SPECIFIC PROVISIONS.

a. Ship and engine certification procedures. The EPA has the sole authority to issue, modify and revoke an EIAPP certificate authorized under APPS to any applicable engines of a ship, or any part of an applicable engine. APPS at 33 U.S.C. § 1903(b)(1). The USCG has the authority to issue, modify and revoke an International Air Pollution Prevention (IAPP) certificate to any applicable ship and a Certificate of Adequacy (COA) to any applicable facility. 33 U.S.C. §§ 1903(a) and 1904(a).

b. Enforcement on board ships. The USCG, pursuant to APPS at 33 U.S.C. § 1907(f), has the authority and responsibility to conduct ship inspections, examinations and investigations, and to undertake enforcement action. The EPA has the authority specified in 33 U.S.C. § 1907(f), to enforce Annex VI.

1) The USCG performs ship inspections and examinations during the course of flag State and port State examinations.

2) If there is reason to believe that a suspected violation exists, the provisions for violation and enforcement in Paragraph 9 will apply.

3) The USCG may request that EPA attend or assist on any ship inspection, examination or investigation applicable to this MOU. The EPA may request that it be allowed to attend or assist on any ship inspection, examination or investigation applicable to this MOU. Each party will use reasonable efforts to comply with requests under this provision.

c. Enforcement on reception facilities. The EPA and the USCG have authority and responsibility to conduct inspections and investigations of reception facilities, in accordance with Regulation 17 of Annex VI and APPS at 33 U.S.C. § 1907(f).

1) The USCG performs these inspections during the course of reception facility inspections.
2) If there is reason to believe that a suspected violation exists, the provisions for violation and enforcement in Paragraph 9 will apply.

3) Either party may request that the other attend or assist on any reception facility inspection or investigation applicable to this MOU. Each party will use reasonable efforts to comply with requests under this provision.

d. Enforcement of fuel oil availability and quality. The EPA and the USCG have authority and responsibility for fuel oil availability and quality (as those terms are discussed in Regulation 18), including the bunker delivery note and fuel sample, in accordance with Regulation 18 of Annex VI and APPS at 33 U.S.C. § 1907(f).

1) The EPA will verify compliance with fuel oil availability and quality, and will maintain a register of local suppliers of fuel oil.

2) The USCG will examine bunker delivery notes during the course of a flag State inspection or port State examination.

3) If there is reason to believe that a suspected violation exists, the provisions for violation and enforcement in Paragraph 9 will apply.

4) Either party may request that the other attend or assist on any inspection or investigation related to fuel oil availability and quality applicable to this MOU. Each party will use reasonable efforts to comply with requests under this provision.

5) The USCG will share with EPA notifications received regarding fuel oil availability and quality issues, as reasonably practicable.

e. Point of contact for foreign governments. The USCG is the point of contact for foreign governments through its Port State Control (PSC) program.

f. Provision of VOC reports to IMO. The USCG will provide Volatile Organic Compounds (VOC) reports to the International Maritime Organization (IMO) per obligations under Regulation 15 of Annex VI codified in APPS and will provide an update to IMO annually. A copy of all VOC reports will be provided concurrently to EPA.

9. DETECTION OF VIOLATIONS AND ENFORCEMENT.

a. Suspected violations. If an inspection or examination indicates that a violation has occurred (hereinafter “suspected violation”), then the following actions will be carried out:

1) For a suspected violation that is reported to or detected by the USCG, or referred by EPA to the USCG, the procedures in 33 C.F.R. § 1.07-10 for investigation or 33 C.F.R. § 1.07-11 for notice of violation will be followed.
2) For a suspected violation that is reported to or detected by the EPA, or referred by USCG to EPA, EPA will proceed with any investigation and potential enforcement action in accordance with its authority under APPS, 33 U.S.C. § 1901 et seq., and the Clean Air Act, 42 U.S.C. § 101 et seq., as applicable.

b. Referral. Each party may refer a suspected violation to the other party having the technical expertise to investigate as described in the following table.

1) USCG expertise:  
(a) IAPP  
(b) Certificate of Adequacy  
(c) VOC management plan

2) EPA expertise:
(a) EIAPP  
(b) NOx technical code  
(c) Bunker delivery note  
(d) Fuel samples  
(e) Fuel oil availability & quality  
(f) Reception facilities for ozone depleting substances

3) Referral of a suspected violation between parties should take place in a prompt and efficient manner, within five days of initial report or detection, or as soon as reasonably practicable under the circumstances.

4) Prior consultation between parties is required when there are multiple suspected violations for which technical expertise of both parties is required to mutually consider the types and seriousness of each suspected violation and to mutually agree on which party will initiate action pursuant to 9.a., above. If the parties do not agree, the party that received the initial report or detected the suspected violation will take action pursuant to 9.a., above.

c. Notification. With respect to suspected violations pursuant to 9.a., above, each party will notify the other party of any suspected violations and the final adjudication or resolution of enforcement proceedings, if any, including the assessment or other relief.

10. CRIMINAL PENALTIES. Each party should make determinations on referrals for criminal prosecutions in accordance with their own internally established policies and procedures for those matters over which they have cognizance.

11. POINTS OF CONTACT.

a. For USCG:
Office of Vessel Activities (CG-543)  
U.S. Coast Guard  
2100 2nd Street, S.W., Stop 7581  
Washington, DC 20593-7581  
(Or designee)

b. For EPA:
Director, Air Enforcement Div. (2242A)  
U.S. Environmental Protection Agency  
1200 Pennsylvania Avenue, N.W.  
Washington, DC 20460  
(Or designee)
12. FUNDING AND RESOURCES. As required by the Anti-deficiency Act, 31 U.S.C. §§ 1341 and 1342, all commitments made by EPA and USCG in this MOU are subject to the availability of appropriated funds and budget priorities. Nothing in this MOU, in and of itself, obligates either party to expend appropriations or to enter into any contract, assistance agreement, interagency agreement or incur other financial obligations. Any transaction involving transfers of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations and procedures under separate written agreements. This MOU will be incorporated by reference or included as an enclosure to any reimbursable agreement between the USCG and EPA resulting from this MOU.

13. OTHER PROVISIONS.

a. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the parties, or any department in which these parties may be operating, nor any such laws, regulations or directives that may be promulgated hereafter. If a term in this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions shall remain in full force and effect.

b. Notwithstanding any terms of this Agreement, nothing herein shall be construed to diminish or supersede any rights or authorities available to the parties.

c. This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity, by persons who are not party to this Agreement, against USCG or EPA, their officers or employees, or any other person. This MOU does not direct or apply to any person outside of USCG or EPA.

d. Each party agrees that should a third party claim arise under the terms and conditions of the Federal Tort Claims Act (FTCA), Title 28, U.S.C. §§ 1346 and 2671 et seq., or of the laws of any state based on negligence or a wrongful act or omission, the party whose employee(s)' conduct gave rise to the claim shall be responsible for the investigation and disposition of said claim. For claims involving conduct of employees of more than one party arising out of a joint activity conducted pursuant to this MOU, the parties agree to work cooperatively to determine which entity will be primarily responsible for the investigation and disposition of the claim.

e. To carry out the joint activities described in the MOU, a party may need to disclose proprietary information to the other party. Proprietary information is defined as information that an affected business claims to be confidential and is not otherwise available to the public. The parties agree to clearly identify confidential business information disclosed to each other in writing; and to clearly memorialize in writing, within a reasonable time, any confidential information initially disclosed orally. The parties agree not to disclose, copy, reproduce or otherwise make available in any form whatsoever to any other person, firm, corporation, partnership, association or other entity, information designated as proprietary or confidential information without consent of the other party except as such information may be subject to disclosure under the Freedom of Information Act (5 U.S.C. § 552), and EPA's regulations at 40 C.F.R. Part 2, or as otherwise authorized by law.
14. EFFECTIVE DATE. The terms of this Agreement shall become effective upon the signature of both parties.

15. MODIFICATION. This Agreement may be modified upon the mutual written consent of the parties.

16. TERMINATION. The terms of this Agreement, as modified with the written consent of both parties, will remain in effect until terminated by the mutual written consent of the parties. Either party upon written notice to the other party may terminate this Agreement.

Agreed to and entered into by the undersigned.

For U.S. Coast Guard

KEVIN COOK  
Rear Admiral, U.S. Coast Guard  
Director of Prevention Policy  

6/27/2011  
(date)

For U.S. Environmental Protection Agency

CYNTHIA GILES  
Assistant Administrator  
Office of Enforcement and Compliance Assurance  

6/27/11  
(date)

GINA McCARTHY  
Assistant Administrator  
Office of Air and Radiation  

6/27/11  
(date)
Re: MARPOL Annex VI Air Pollution Prevention Requirements

Dear Shipowners, Ship Operators, Shipbuilders, Marine Diesel Engine Manufacturers, Marine Fuel Suppliers and any other interested groups:

This letter is to remind you of certain regulations for prevention of air pollution from ships. Annex VI to the International Convention for the Prevention of Pollution from Ships (MARPOL) has been effective in the United States (U.S.) since January 8, 2009. As of that date, all U.S. flagged vessels,¹ and non-U.S. flagged ships operating in U.S. waters, must comply with MARPOL Annex VI regulations. Some of the regulations are applicable only to ships of 400 gross tonnage and above² while other regulations are applicable to all ships. The regulations include requirements for engines and for the quality of fuel to be burned in those engines. Additionally, more stringent engine and fuel standards apply to ships operating in Emission Control Areas (ECAs) listed in MARPOL Annex VI.

The United States Environmental Protection Agency (EPA) and the United States Coast Guard (USCG) are taking measures to promote compliance with the regulations, including investigating potential violations and pursuing enforcement actions and related penalties for any violations.

I. Annex VI as Implemented Through the Act to Prevent Pollution from Ships

MARPOL Annex VI is implemented in the United States through the Act to Prevent Pollution from Ships (APPS).³ Both Annex VI and APPS include provisions related to the certification of vessels and engines, operational requirements, fuels requirements, and record keeping requirements.

Annex VI includes progressively more stringent limits for both sulfur oxide (SOₓ) emissions, primarily through control of sulfur content in fuels, as well as progressively more stringent limits for nitrogen oxide (NOₓ) emissions. NOₓ emission standards can be found in Regulation 13 of Annex VI and in the Technical Code on Control of Emission of Nitrogen Oxides from Marine Diesel Engines (NOₓ Technical Code). The sulfur limits for fuels can be found in Regulations 14 and 18 of Annex VI. U.S. regulations incorporate both the NOₓ standards and fuels provisions from Annex VI.⁴

¹ U.S. flagged vessels are also subject to requirements of the U.S. Clean Air Act and its implementing regulations; however, the focus of this letter is on the international standards. More information on the Clean Air Act and its implementing regulations can be found on the EPA website at http://www.epa.gov/otaq/oceanvessels.htm. U.S. flagged vessels operating only domestically and in compliance with domestic exhaust emissions standards under the U.S. Clean Air Act are excluded by regulation from Annex VI NOₓ engine standards. See 40 C.F.R. § 1043.10(a)(2).
² U.S. flagged vessels of 400 Gross Tons (ITC) and above.
³ 33 U.S.C. § 1901 et seq.
⁴ 40 C.F.R. Part 1043 and Part 80, Subpart I.
The NOx emission standards and fuel sulfur limits are summarized in the tables below. Specifically, each marine diesel engine with a power output of more than 130 kW that is installed on a ship constructed on or after January 1, 2000, and each existing marine diesel engine with a power output of more than 130 kW that undergoes a major conversion\(^5\) on or after January 1, 2000, must be operated in conformance with the Annex VI NOx emission limits. These standards apply to both main propulsion and auxiliary engines.

### NOx Standard (g/kW-hr)

<table>
<thead>
<tr>
<th>NOx Tier</th>
<th>Ship Build Date or Major Conversion</th>
<th>Maximum In-Use Engine Speed, (n)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Less than 130 RPM</td>
</tr>
<tr>
<td>Tier I</td>
<td>On or after Jan. 1, 2000(^a)</td>
<td>17.0</td>
</tr>
<tr>
<td>Tier II</td>
<td>On or after Jan. 1, 2011</td>
<td>14.4</td>
</tr>
<tr>
<td>Tier III(^b)</td>
<td>On or after Jan. 1, 2016</td>
<td>3.4</td>
</tr>
</tbody>
</table>

Notes: a. Starting October 6, 2011, existing diesel engines of more than 5,000 kW and a per cylinder displacement at or above 90 liters installed on a ship constructed between 1990 and January 1, 2000, may be required to meet the Tier I NOx standards (i.e., via a Tier I NOx retrofit), subject to commercial availability of the necessary emission controls, even if the engines have not undergone a major conversion.\(^6\)

b. Tier III standards apply when a ship is operating in an ECA. Outside an ECA, Tier II limits will apply.

### Sulfur Standard in Fuel (max % by weight)

<table>
<thead>
<tr>
<th>Global Sulfur Cap</th>
<th>ECA Sulfur Cap</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior to Jan. 1, 2012</td>
<td>4.50%</td>
</tr>
<tr>
<td>On and after Jan. 1, 2012</td>
<td>3.50%</td>
</tr>
<tr>
<td>On and after Jan. 1, 2020</td>
<td>0.50%(^c)</td>
</tr>
<tr>
<td>Prior to July 1, 2010</td>
<td>1.50%</td>
</tr>
<tr>
<td>On and after July 1, 2010(^d)</td>
<td>1.00%</td>
</tr>
<tr>
<td>On and after Jan. 1, 2015</td>
<td>0.10%</td>
</tr>
</tbody>
</table>

Notes: c. Subject to feasibility review in 2018; may be delayed to 2025.

d. As discussed below, the North American ECA will become enforceable in August 2012.

In addition to NOx emissions and fuel sulfur limits, other requirements under Annex VI and APPS that may pertain to you include (but are not limited to):

**Engine International Air Pollution Prevention Certificates**: Starting on January 8, 2009, for U.S. flagged vessels built after January 1, 2000, an Engine International Air Pollution Prevention (EIAPP) certificate is required for each diesel engine having a power output greater than 130 kW to document that the engine meets Annex VI NOx standards. EIAPP certificates must be obtained before the first scheduled dry-docking of the vessel that

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\(^5\) A “major conversion” includes (1) a replacement of an existing engine or installation of an additional engine, (2) any substantial modification of an engine, or (3) an increased engine rating of more than 10%. MARPOL Annex VI, Regulation 13, Section 2.1.

\(^6\) For more details, see http://www.imo.org/OurWork/Environment/PollutionPrevention/AirPollution/Pages/Nitrogen-oxides-(NOx)---Regulation-13.aspx.
occurs after January 8, 2009, but no later than January 9, 2012. U.S. vessels built before January 1, 2000, having installed diesel engines greater than 130 kW that undergo a major conversion after January 1, 2000, are also subject to the NOx standards and must obtain an EIAPP certificate for those engines. Non-U.S. flagged ships built after January 1, 2000, are also required to have an EIAPP issued by the ship’s flag Administration.7

Recordkeeping and Fuel Samples: Annex VI requires ship owners and operators to maintain on board the ship certain information and records, including EIAPP certificates; a technical file for each installed diesel engine that contains engine specifications for compliance with the NOx limits; and a record book of engine parameters for recording all changes and adjustments made relative to an engine’s components and settings. Additionally, fuel suppliers must provide the ship with bunker delivery notes and representative samples of fuel oil delivered to the ship. Bunker delivery notes must be maintained on board for a minimum of three years, and the fuel oil representative sample must be maintained for a minimum of twelve months.

Surveys: Ships are subject to an initial survey prior to being put into service or prior to being issued an International Air Pollution Prevention (IAPP) certificate for the first time to ensure compliance with Annex VI. Renewal, intermediate, annual and additional surveys are performed periodically, as specified in Regulation 5 of Annex VI and the NOx Technical Code, to ensure ongoing compliance with the emission standards and other requirements of Annex VI.

II. Emission Control Areas (ECAs)

Ships operating in designated ECAs are subject to more stringent emission standards and fuel requirements. The International Maritime Organization (IMO) has designated several ECAs under MARPOL Annex VI, including waters off North America extending up to 200 nautical miles from the United States and Canada, adjacent to the Pacific coast, the Atlantic/Gulf coast and the eight main Hawaiian Islands.8 Allowing for the lead time associated with the IMO process, the North American ECA will become enforceable in August 2012.

More recently, the United States also submitted a proposal to IMO to designate an ECA off the coasts of Puerto Rico and the U.S. Virgin Islands. This U.S. Caribbean ECA was approved by the Marine Environment Protection Committee at IMO and will be considered for adoption in July of 2011. If the U.S. Caribbean ECA is adopted, the more strict ECA requirements would be effective as early as January 2014.

As summarized in the tables above, beginning in 2015, fuel used by all ships operating in ECAs cannot exceed 0.1 % fuel sulfur (1,000 ppm).9 Beginning in 2016, new engines on ships operating in ECAs must use emission controls that achieve an 80 % reduction in NOx emissions.

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7 Ships that are registered in countries that are not parties to MARPOL Annex VI are not required to have EIAPP certificates but the operator must have evidence of conformity with the Annex VI NOx standards issued by either a government of a country that is a party to Annex VI or a recognized classification society. 40 C.F.R. § 1043.30(c)(4).
8 A complete list of ECAs can be found at: http://www.imo.org/ourwork/environment/pollutionprevention/specialareasundermarpol/Pages/Default.aspx.
9 As an alternative to using low sulfur fuel, ship operators may meet the requirements by equipping their ships with exhaust gas cleaning systems and other alternative technologies.
Thus, determining and recording the position of a vessel will be a critical part of ensuring compliance with the ECA provisions.

III. Enforcement

Violations of MARPOL Annex VI, APPS, or any implementing regulation may result in criminal or civil liability. U.S. flagged vessels are subject to inspection for compliance with MARPOL Annex VI. Similarly, non-U.S. flagged ships are subject to examination under Port State Control while operating in U.S. waters. If an examination of a non-U.S. flagged ship indicates a violation of MARPOL Annex VI, the USCG has the authority under APPS to detain the ship. Furthermore, the USCG or EPA may bring an enforcement action for a violation. Persons found to have violated MARPOL Annex VI, APPS, or any implementing regulation may be liable for a civil penalty up to $25,000 for each violation, and each day of a continuing violation may constitute a separate offense. APPS also provides for criminal liability for knowing violations of MARPOL.

We are interested in understanding how shipowners and ship operators plan to comply with the ECA requirements. You are encouraged to discuss your compliance plans with EPA and the USCG by contacting us at:

**USCG Compliance**

Commandant (CG-543)  
US Coast Guard  
2100 2nd St., S.W., Stop 7581  
Washington, DC 20593-7581  
USA

Lieutenant Commander Steven Keel  
Office of Vessel Activities (CG-543)  
Telephone: +1 (202) 372-1251  
E-mail: CG-543@uscg.mil

**EPA Compliance**

USEPA Headquarters  
Ariel Rios Building  
1200 Pennsylvania Ave., N.W.,  
Mail Code 6405J  
Washington, DC 20460  
USA

Mr. Karl Simon  
Director, Compliance & Innovative Strategies Division  
Telephone: +1 (202) 343-9626  
E-mail: simon.karl@epa.gov

If you have questions regarding enforcement, you can contact us at:

**USCG Enforcement**

Commandant (CG-545)  
US Coast Guard  
2100 2nd St., S.W., Stop 7581  
Washington, DC 20593-7581  
USA

Lieutenant Commander Michael Simbulan  
Office of Investigations & Casualty Analysis  
Telephone: +1 (202) 372-1040  
E-mail: Michael.J.Simbulan@uscg.mil

**EPA Enforcement**

USEPA Headquarters  
Ariel Rios Building  
1200 Pennsylvania Ave., N.W.  
Mail Code 2242A  
Washington, DC 20460  
USA

Mr. Phillip Brooks  
Director, Air Enforcement Division  
Telephone: +1 (202) 564-2260  
E-mail: kaul.meetu@epa.gov
Note: This letter is intended to be only a brief summary of some of the main provisions and requirements of MARPOL Annex VI.

More detailed information on the MARPOL Annex VI requirements is available on the EPA website at http://www.epa.gov/otaq/oceanvessels.htm or on the USCG website at http://homeport.uscg.mil then select Domestic Vessels then Domestic Vessel General then select MARPOL Annex VI. There you will find a USCG policy letter (CG-543 Policy Letter 09-01) containing guidelines for ensuring compliance with MARPOL Annex VI.

Yours very truly,

Kevin Cook, RADM
Director of Prevention Policy
U.S. Coast Guard

Adam M. Kushner
Director, Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency

Margo T. Oge
Director, Office of Transportation and Air Quality
Office of Air and Radiation
U.S. Environmental Protection Agency